

JOHNSON MONROE REALTORS
2415 W. MAIN
GUN BARREL CITY, TX 75147



U.S.

00

REGISTER 17



1186106 - R8 SDMS

SAVE
JOHNSON & MONROE

WAYNE WEBSTER

5343 IMPALA SO.

ATHENS, TX
75751



From the Desk of
WD MARTIN



www.JohnsonMonroe.com

Johnson+Monroe
REALTORS

WD Martin

Residence (903) 425-3267
Direct Line (903) 887-2626 Ext.

West Office * 2415 W. Main
Gun Barrel City, TX 75147

Local 903-887-4477

972 Metro 903-287-4829

Email: wddo@aol.com



WAYNE,

SORRY WE COULD NOT
SELL THESE LOTS. AFTER
YOU BUILD HOUSES ON
THEM I WOULD
APPRECIATE AN
OPPORTUNITY TO SELL
THEM FOR YOU.

REGARDS,

WD Martin

EAST OFFICE
210 W. Main • Gun Barrel City, Texas 75147

Johnson+Monroe

WEST OFFICE
2415 W. Main • Gun Barrel City, Texas 75147

Local: (903) 887-4477 • Metro: (972) 287-4829 • Nationwide: (800) 723-4166



TEXAS ASSOCIATION OF REALTORS®
RESIDENTIAL REAL ESTATE LISTING AGREEMENT
EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
 ©Texas Association of REALTORS®, Inc. 1998

1. **PARTIES:** The parties to this agreement (this Listing) are RECO ENTERPRISES, INC. (Seller) and JOHNSON - MONROE (Broker).
 Seller appoints Broker as Seller's sole and exclusive agent and grants to Broker the exclusive right to sell the Property.

2. **PROPERTY:** All property described below is called "the Property." The Property is described as: M. GARCIA SUB, A-241, LOTS 133, 134, 141 & 142, PHASE 1, SEC. 1, YANNAKIE CRUISE (legal description) in the City of HEARDWICKSON County, Texas, known as _____ (address

and zip code), or as described on attached exhibit, together with the following items, if any: curtains and rods, draperies and rods, valances, blinds, window shades, screens, shutters, awnings, wall-to-wall carpeting, mirrors fixed in place, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system with controls and equipment, permanently installed heating and air-conditioning units, window air conditioning units, built-in security and fire detection equipment, plumbing and lighting fixtures including chandeliers, water softener and filters, stove, built-in kitchen equipment, garage door openers with affixed and remote controls, built-in cleaning equipment, all swimming pool equipment and maintenance accessories, shrubbery, landscaping, permanently installed outdoor cooking equipment, built-in fireplace screens, artificial fireplace logs, and all other property owned by Seller and attached to the above described real property except the following property which is not included: _____

_____. The Property ☒ is ☐ is not subject to a mandatory membership in an owners' association. (If Property is a condominium use **Condominium Addendum**).

3. **LISTING PRICE:** Seller lists the Property for the gross amount of \$100,000.00 (Listing Price) and agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of residential real property in Texas (seller's typical closing costs are those set forth in the residential contracts promulgated by the Texas Real Estate Commission).

4. **TERM:** This Listing commences on 8-1-00 (Commencement Date) and ends at 11:59 p.m. on 2-1-00 (Expiration Date). If Seller enters into a binding written contract to sell the Property before the Commencement Date, this Listing will not commence and will be void.

5. **BROKER'S FEE:**

A. **Fee:** When earned and payable, Seller will pay Broker a fee of:

- ☒ (1) 10 % of the sales price. In the event of exchange or breach of this Listing, the Listing Price will be the sales price for purposes of computing Broker's Fee.
☐ (2) _____

B. **Earned:** Broker's Fee is earned when any one of the following occurs during the term of this Listing:

- (1) Seller sells, exchanges, agrees to sell, or agrees to exchange the Property to anyone at any price on any terms;
- (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy the Property at the Listing Price or at any other price acceptable to Seller; or
- (3) Seller breaches this Listing (including but not limited to Seller selling or leasing the Property without Broker's consent).

C. **Payable:** Once earned, Broker's Fee is payable, either during term of this Listing or after its expiration or termination, at the earlier of:

- (1) the closing and funding of any sale or exchange of the Property;
- (2) Seller's refusal to sell the Property after Broker's Fee has been earned;
- (3) Seller's breach of this Listing; or
- (4) at such time as otherwise set forth in this Listing.

Broker's Fee is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver a title policy to a buyer; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's

failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

D. **Protection Period:** If within 180 days after this Listing ends (the Protection Period), Seller enters into a contract to sell the Property or sells, exchanges or otherwise transfers a legal or equitable interest (excluding a lease with no right to purchase) in the Property to any person whose attention has been called to the Property by Broker, any other broker, or Seller during the term of this Listing, Seller will pay Broker an amount equal to the Broker's Fee stated in Paragraph 5A, provided Broker, prior to or within ten (10) days after this Listing ends, has delivered or sent to Seller written notice specifying the names of the persons whose attention has been called to the Property during the term of this Listing. If during the Protection Period such sale, exchange or transfer occurs while the Property is listed exclusively with another Texas licensed real estate broker, this provision will not apply and Seller will not be obligated to pay Broker the amount specified. The term "person" is broadly construed to include any individual or entity in any capacity.

E. **Other Fees:**

(1) If a buyer, with whom Seller has entered into a contract for the sale of the Property during the term of this Listing, breaches such a contract and Seller receives earnest money or a portion thereof as liquidated damages, Seller will pay Broker the lesser of one-half of such amount or the amount of Broker's Fee stated in Paragraph 5A. Any amount paid under this Paragraph 5E(1) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

(2) If Seller collects the sales price and/or damages either by suit, compromise, settlement or otherwise from a buyer who breached a contract for the sale of the Property entered into during the term of this Listing, Seller will pay Broker, after deducting attorneys' fees and other expenses of collection, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Fee stated in Paragraph 5A. Any amount paid under this Paragraph 5E(2) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

(3) **Transaction Fees:** N/A

F. **County:** All amounts payable to Broker are to be paid in cash in HENDERSON County, Texas.

G. **Escrow Authorization:** Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

6. **LISTING SERVICES (choose only one):**

☐ A. Broker will file this Listing with the following Multiple Listing Services (MLS) or other listing services: HENDERSON COUNTY MLS

(1) Broker will file this Listing with the named listing services within the earlier of: (a) the time required by the rules or regulations of the named MLS or listing service; or (b) 4 days after the Commencement Date of this Listing. **Seller may review the information about the Property prior to its submission to MLS or other listing service.**

(2) Seller authorizes Broker to place information about the Property on the Internet either directly or through a program of the MLS or other listing service.

(3) Seller authorizes Broker, upon a final and closed sale of the Property, to submit information about this Listing, the sale of the Property, and contract terms to the named MLS or listing services for publication to subscribers for market evaluation or appraisal purposes and for disclosure of such information to such persons as Broker deems appropriate, including the appraisal district. Any information or data, including information about a sale, becomes the property of the named MLS or listing services for all purposes. **NOTICE: Submission of information to MLS insures that persons who use and benefit from MLS also contribute information.**

☐ B. Broker will not file this Listing with a Multiple Listing Service or any other listing service.

7. **ACCESS TO THE PROPERTY:**

A. **Authorizing access:** Authorizing access to the Property means giving permission to another person to enter the Property, disclosing any security codes affecting the Property to such person, and lending a key to the Property to such person either directly or through a keybox. To facilitate the showing and sale of the Property, Seller instructs Broker and Broker's associates to: (1) access the Property at reasonable times; and (2) authorize other brokers, inspectors, appraisers, and repair persons to access the Property at reasonable times.

B. **Scheduling Companies:** Broker may engage the following company to schedule appointments and to authorize others to access the Property: N/A

C. Keybox:

NOTICE: A keybox is a locked container placed on the Property in which a key to the Property is placed. Keyboxes make it more convenient for cooperating brokers and their associates, home inspectors, appraisers, and repair persons to facilitate the showing, inspecting, and repairing of the Property. The keybox is locked and opened by a special combination, key, or a programmed access card so that whoever possesses the special combination, key, or the access card to the keybox has access to the Property at any time, even in Seller's absence. The use of the keybox will probably increase the number of showings, but involves risks (such as unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox. Please discuss the advantages and disadvantages of keyboxes with your Broker, insurance agent, and/or attorney.

- (1) Broker ☐ is ☒ is not authorized to place a keybox containing a key to the Property on the Property.
- (2) If the Property is occupied by a tenant at any time during this Listing, Seller will furnish Broker a written statement, signed by all tenants, authorizing the use of a keybox or Broker may remove any keybox from the Property.

D. Liability: Seller will protect, defend, indemnify and hold Broker, Broker's associates, other brokers and their associates, and any keybox provider harmless from any damages or claims arising from authorizing access to the Property or the use of a keybox including, but not limited to, damages to or loss of real or personal property or personal injury not caused by Broker's negligence. Seller assumes all risk of any loss, damage, and injury. Broker advises Seller to obtain personal property insurance.

8. **REQUIRED DISCLOSURES:**

A. If applicable, Seller will deliver the following disclosures or notices to Broker. Seller must complete the required disclosures or notices to the best of Seller's knowledge and belief. Seller authorizes Broker and Broker's associates to furnish prospective buyers and other brokers with copies of all applicable disclosures or notices.

- ☒ (1) Seller's Disclosure Notice (§5.008, Texas Property Code).
- ☐ (2) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazard (required by federal law if Property was built before 1978).
- ☐ (3) Resale Certificate for Property Subject to Mandatory Membership in an Owner's Association (contractual).
- ☐ (4) MUD Disclosure Notice (Chapter 49, Texas Water Code).
- ☐ (5) New Home Insulation Addendum (FTC Regulations if Property is a new home).
- ☐ (6) Condominium Resale Certificate and copies of Condominium Documents (Chapter 82, Texas Property Code - see attached Condominium Addendum).
- ☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (§61.025, Texas Natural Resources Code).
- ☐ (8) Addendum for Coastal Area Property (§33.135, Texas Natural Resources Code).
- ☐ (9) any disclosures or addenda required by a relocation company or Seller's employer.
- ☐ (10) _____

B. Seller represents that the applicable notices and disclosures will be completed to the best of Seller's knowledge and belief and that Seller has disclosed all known material defects and material facts affecting the Property in the applicable disclosures or notices.

C. Seller agrees to amend the applicable notices and disclosures if any material change occurs during the term of this Listing.

D. Seller will protect, defend, indemnify and hold Broker, Broker's associates, and any other brokers or their associates harmless from any damages, costs, attorney's fees or expenses arising from Seller's failure to disclose any material or relevant information or the giving of any incorrect information to Broker, Broker's associates, any other brokers or their associates, or prospective buyers.

9. **COOPERATION WITH OTHER BROKERS:** Cooperating with and compensating other brokers means that Broker will allow other brokers to show the Property to prospective buyers and if another broker procures an acceptable offer, Broker will pay the other broker part of the Broker's Fee described in Paragraph 5A. Broker will determine the terms and conditions of offers to cooperate with and compensate other brokers. Broker will offer cooperation and compensation (*choose only one*):

- ☐ A. only to buyer agents.
- ☐ B. only to subagents of Broker.
- ☒ C. to both buyer agents and Broker's subagents.

10. AGENCY RELATIONSHIPS:

- A. Seller acknowledges receipt of the attached exhibit entitled "Information About Brokerage Services," which is incorporated in this Listing for all purposes.
- B. Broker will exclusively represent Seller in negotiations for the sale of the Property unless Seller authorizes Broker, as set forth below, to act as an intermediary in the event Broker also represents a buyer who offers to purchase the Property (choose (1) or (2)).

☒ (1) Intermediary Relationship Authorized: Seller authorizes Broker to show the Property to prospective buyers Broker has agreed to represent. If Broker represents a buyer who offers to buy the Property, Seller authorizes Broker to act as an intermediary between the buyer and Seller, to present any offer such buyer may wish to make, and to assist both Seller and buyer in negotiations for the sale of the Property. Broker's compensation will be paid by Seller as provided in Paragraph 5. **If Broker acts as an intermediary between Seller and a buyer, Broker:**

- (a) may not disclose to the buyer that the Seller will accept a price less than the asking price (Listing Price) unless otherwise instructed in a separate writing by the Seller;
- (b) may not disclose to Seller that the buyer will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the buyer;
- (c) may not disclose any confidential information or any information Seller or the buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the Property;
- (d) shall treat all parties to the transaction honestly; and
- (e) shall comply with the Real Estate License Act.

If Broker acts as an intermediary, Broker may appoint a licensed associate(s) of Broker to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller and appoint another licensed associate(s) for the same purposes to a buyer.

☐ (2) Intermediary Relationship not Authorized: Broker will exclusively represent Seller and may not act as an intermediary between Seller and a buyer. Seller understands (choose only one):

- ☐ (a) Broker exclusively represents sellers and does not represent buyers.
- ☐ (b) Broker represents both buyers and sellers. However, Broker will not show the Property to any buyer Broker represents.

C. During the term of this Listing or after its termination, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

11. BROKER'S AUTHORITY: Broker is not authorized to execute any document in the name of or on behalf of Seller with respect to the Property. Broker will make reasonable efforts and act diligently to sell the Property. Seller authorizes Broker and Broker's associates to:

- A. advertise the Property by means and methods as Broker determines;
- B. place a "For Sale" sign on the Property;
- C. remove from the Property all other signs offering the Property for sale or lease;
- D. furnish comparative marketing and sales information about other properties to prospective buyers;
- E. disseminate information about the Property to other brokers and their associates;
- F. enter the Property at reasonable times to show the Property to prospective buyers;
- G. obtain information from any holder of any note secured by a lien on the Property;
- H. upon a final and closed sale of the Property, disclose the sales price and terms of sale to other brokers, appraisers, or other real estate professionals; and
- I. accept earnest money and deposit the earnest money in trust in accordance with the terms of a contract for the sale of the Property.

12. SELLER'S REPRESENTATIONS: Seller represents that:

- A. Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures thereon, unless rented, and the legal capacity to convey the Property;
- B. Seller is not now a party to a listing agreement with another broker for the sale, exchange or lease of the Property;
- C. any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and ordinances;
- D. no person or entity has any right to purchase, lease, or acquire the Property by virtue of an option, right of first refusal, or other agreement;
- E. there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;

Residential Listing concerning LOTS 133, 134, 141 & 142, PENNACLE CLUB

- F. the Property is not subject to the jurisdiction of any court; and
G. all information relating to the Property provided to Broker by Seller is true and correct.

13. SELLER'S ADDITIONAL PROMISES: Seller agrees to:

- A. cooperate fully in good faith with Broker to facilitate the showing and marketing of the Property;
B. not rent or lease the Property during the term of this Listing without the prior written approval of Broker;
C. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
D. not enter into a listing agreement with another broker for the sale, exchange or lease of the Property to become effective during the term of this Listing;
E. employ a pool maintenance company, if there is a pool on the Property and the Property is or becomes vacant, to maintain the pool and all required enclosures in compliance with all applicable laws and ordinances; and
F. provide Broker with copies of all leases or rental agreements, if any, pertaining to the Property and advise Broker of any tenants moving in or out of the Property.

14. LIMITATION OF LIABILITY: If the Property is or becomes vacant during the term of this Listing, Seller must notify Seller's casualty insurance company and request a "Vacancy Clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from: (i) acts of third parties; (ii) vandalism; (iii) theft; (iv) freezing water pipes; (v) a dangerous condition on the Property; (vi) the Property's non-compliance with any law or ordinance; and (vii) any act or omission not caused by Broker's negligence. Seller agrees to protect, defend, indemnify, and hold Broker harmless from any liability for which Broker is not responsible under this Listing.

15. IRS: The Internal Revenue Service (IRS) requires a closing agent to report the gross sales price, Seller's tax identification number and other required information to the IRS. Seller will provide to any closing agent such information at the time of closing. IRS requires a buyer of real property to withhold a percentage of the sales price from Seller if Seller is a foreign person. A foreign person includes nonresident aliens, foreign corporations, foreign partnerships, foreign trusts, or foreign estates. In most sales, Seller will be required to deliver an affidavit that Seller is not a foreign person. Seller certifies that Seller ☐ is ☒ is not a foreign person.

16. SPECIAL PROVISIONS:

17. DEFAULT: If Seller breaches this Listing (including but not limited to leasing or selling the Property without Broker's knowledge and consent), Seller is in default and will be liable to Broker for the amount of the Broker's Fee specified in Paragraph 5A. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.

18. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation before resorting to arbitration or litigation. If the need for mediation arises, the parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

19. ATTORNEYS' FEES: If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorneys' fees.

20. NOTICES: All notices must be in writing and are effective when hand-delivered, mailed, or sent by facsimile transmission to:

Broker at 2415 W. MAIN
QUINCY, ARIZONA 85351
Phone 903-887-4477
Fax 903-887-3745

Seller at 5343 IMPALA SO.
ATHERTON, TX 75751
Phone 903-677-7679
Fax _____

21. AGREEMENT OF PARTIES:

- A. Addenda: Addenda and other related documents which are part of this Listing are: Information About Brokerage Services, those disclosures or notices marked in Paragraph 8, and
- B. Entire Agreement: This Listing contains the entire agreement between the parties and may not be changed except by written agreement.
- C. Assignability: This Listing may not be assigned by either party without the written approval of the other party.
- D. Binding Effect: This Listing is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.
- E. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- F. Governing Law: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this Listing.
- G. Severability: If any clause in this Listing is found to be invalid or unenforceable by a court of law, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.

22. ADDITIONAL NOTICES:

- A. **Broker's Fees**, or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS®, MLS, or any listing service. Brokerage fees are set by individual firms and may be negotiable.
- B. Fair housing laws require the Property to be shown and made available for sale to all persons without regard to race, color, religion, national origin, sex, disability or familial status. Local ordinances may provide for additional protected classes (e.g., creed, status as a student, marital status, sexual orientation, or age).
- C. Whether a keybox is authorized or not, Seller is advised to safeguard and remove jewelry and other valuables from the Property.
- D. City ordinances, codes, and statutes may regulate the safety and maintenance of certain items in the Property (for example, swimming pools, septic systems, etc.). Non-compliance with the ordinances, codes, and statutes may delay a transaction and may result in fines, penalties, and liability to Seller.
- E. Unless expressly agreed otherwise, Broker will submit all offers received by Broker for the sale of the Property, including any back-up offers Broker receives after Seller has entered into a binding contract to sell the Property. However, Broker is not obligated to continue to market the Property after Seller has entered into a binding contract to sell the Property, unless specifically requested by Seller in writing.
- F. Residential service contracts are available from licensed residential service companies. A residential service contract is an agreement whereby the residential service company may repair or replace the appliances or the electrical, plumbing, heating, cooling, or other systems. The purchase of a residential service contract is optional. Residential service contracts cover different items and are available from various companies. Some residential service contracts may cover the Seller during the listing period.
- F. Broker cannot give legal advice. This is intended to be a legally binding agreement. **READ IT CAREFULLY.** If you do not understand the effect of this Listing, consult your attorney **BEFORE** signing.

JOHNSON-MONROE 453972
Broker's Printed Name License No.

By: [Signature] 7-31-00
Broker's or Associate's Signature Date

X [Signature] 9-31-00
Seller's Signature Date

X [Signature]
Seller's Signature Date

Ex. 6 Personal Privacy (PP)

Seller's Soc. Sec. Nos. or Tax I.D. Nos.